

**Los Angeles County**  
**Commission on Disabilities**  
*Celebrating 29 Years of Leadership & Advocacy*



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September 23, 2004

The Honorable Board of Supervisors  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF A RADIO AIRTIME AGREEMENT BETWEEN LOS ANGELES  
COUNTY COMMISSION ON DISABILITIES AND RADIO STATION KTYM 1460  
AM "COMMUNITY FORUM" PROGRAM  
(All Districts – 3 Votes)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

Authorize and instruct the Chairperson of the County Commission on Disabilities ("Commission") to sign the attached agreement with Radio Station KTYM 1460 AM (KTYM), for the provision of radio airtime segments concerning topics of interest to the disabled community, effective on the date of Board approval through July 31, 2005, with provisions for two one-year terms, at an all inclusive rate of \$150 per thirty minute airtime segment, not to exceed \$2,100 in any twelve month period.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

In this action, the Board is authorizing the Commission's Chairperson to sign a sole source agreement with KTYM, for airtime segments concerning topics of interest to the disabled community. At its meeting of February 18, 2004, the Commission was presented with a proposal by Donny Anderson, host of the program, "Community Forum", which airs on KTYM. The Commission was offered the opportunity to participate in the Community Forum Program for a discounted airtime rate which would include taking on-air calls from members of the community and address topics of interest and concern to the disability community. The monthly thirty minute air segments will provide the Commission with a valuable public service tool to discuss relevant topics with constituents and disseminate information relating to disability issues, pending legislation, available services, and activities. The radio program will also be utilized to promote Board and Commission co-sponsored events and programs, such as the Access Awards Luncheon, Disability Mentoring Day, and the Bill Tainter Scholarship Program for Disabled Students.

The segments will serve as a broader source of public feedback and outreach which will assist the Commission in fulfilling its Board mandate to advise and make recommendations to the Board regarding disability issues.

#### Implementation of Strategic Plan Goals

In keeping with the *Los Angeles County Strategic Plan Goal #1: Service Excellence*, this agreement will provide the public with access to quality information, and programs and services of specific interest and benefit to the disability community. In addition, the on-air segments will help to enhance disability awareness throughout the County and increase the sensitivity among employers, caregivers, service providers, as well as the general public, regarding the needs and concerns of people with disabilities.

#### **FISCAL IMPACT/FINANCING**

The cost for each thirty minute air segment is \$150, which is an all inclusive rate. While it is anticipated that the air segments will air on a monthly basis, there is no obligation on behalf of the Commission to purchase any minimum number of segments. The maximum amount which can be expended in any twelve month period is \$2,100. Funding for this agreement will come from the Commission's Trust Fund.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

At its February 18, 2004 meeting, the Commission, voted to approve the air time agreement with KTYM. The contract will be a sole source agreement in that KTYM is uniquely situated to provide this service, given its programming and audience.

The Commission, in consultation with the Office of the County Counsel, has drafted the sole source agreement, which will be entered into by the Commission and Radio Station KTYM 1460 AM subject to the approval of the Board of Supervisors. The main legal requirements of this Agreement are as follows:

- The KTYM shall provide on-air segments thirty (30) minutes in length, which will air approximately once a month on KTYM's "Community Forum" program, or a program of similar in nature, subject to the Commission's approval.
- The cost for each on-air segment will be \$150, which is a discounted rate. Funding for the public service on-air segments would come from the Commission's Trust Fund. Monies from the Trust Fund are derived from the Commission's Annual Access Awards Luncheon, the Commission's primary non-profit fundraising event.
- The term of this Agreement shall commence on the date of Board approval and shall continue in full force and effect until midnight July 31, 2005. Said agreement may thereafter be renewed for two one-year terms, upon written notice by the Commission to KTYM. In any event, this Agreement may be canceled or terminated at any time by either



party with or without cause, and without penalty, upon the giving of at least thirty (30) calendar days' prior written notice to the other.

Respectfully submitted,



CAROL LANE  
Chairperson

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor Controller

Contract No. \_\_\_\_\_

AM 1460 KTYM COMMUNITY FORUM RADIO AIRTIME AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2004,

by and between COUNTY OF LOS ANGELES (hereafter  
"County"),  
and AM 1460 KTYM (hereafter  
"Contractor").

WHEREAS, County desires to obtain radio airtime to discuss  
topics of interest and concern to people with disabilities within  
County; and

WHEREAS, Contractor has a program entitled "Community Forum"  
which provides a proper forum for the type of discussion the  
County is interested in generating; and

WHEREAS, County is authorized to enter into such Agreements  
pursuant to California Government Code Section 23004;

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: The term of this Agreement shall commence on the  
date of Board approval, and shall continue in full force and  
effect, until midnight July 31, 2005. Said agreement may  
thereafter be renewed for two one-year terms, for a maximum of  
two (2) years, upon written notice by County, to and including  
July 31, 2007.

In any event, this Agreement may be canceled or terminated

at any time by either party, with or without cause, and without penalty, or further obligation upon the giving of at least thirty (30) calendar days' prior written notice to the other.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors to comply with any of the material terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach of this Agreement, and this Agreement may be terminated by County in the event that Contractor fails to cure any such breach within a ten (10) calendar day period following receipt of notice from the County regarding such breach. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time. Notwithstanding the foregoing, or any other term of this Agreement which may be construed to the contrary, Contractor upon advance written notice to County, may refuse to comply with any written direction from County or any term of this Agreement which may, in Contractor's discretion, violate or be inconsistent with the rules and policies of the Federal Communications Commission.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in Exhibit "A", Scope of Work, which is attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of

service(s) provided by Contractor under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

3. BILLING AND PAYMENT:

A. Contractor shall bill County an all inclusive rate of \$150 per thirty (30) minute airtime segment on the program "Community Forum". If Contractor ceases to air "Community Forum", an equivalent program may be substituted in its place, but only upon the prior written consent of County.

B. Billing statements should be submitted by Contractor to County no more than thirty (30) days following the end of a calendar month. County shall make diligent efforts to submit payment to Contractor for valid bills no later than thirty (30) days following receipt of said bill.

4. MAXIMUM OBLIGATION: The yearly maximum obligation of County for Contractor's services under this Agreement shall not exceed Two Thousand One Hundred Dollars (\$2,100). However, County is not obligated to purchase any minimum amount of airtime or expend any minimum amount of funds.

5. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive or the only provider to County of radio airtime segments and to the extent that the performance of such services does not interfere with the parties's ability to perform in accordance with the terms set forth herein, the County may enter into agreements (i.e., contracts) with other radio airtime



providers.

6. INDEMNIFICATION: Each party shall indemnify, defend, and hold harmless the other party and its elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands,

claims, actions, damages, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the acts and/or omissions of the party providing the indemnification arising from and/or relating to this Agreement. The parties both acknowledge that the obligation to indemnify does not extend to any other person or entity except as described above.

7. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the federal Rehabilitation Act of 1973, the federal Americans with Disabilities Act of 1990, and all other federal and State laws, as they now exist or may hereafter be amended, that it, its affiliates, subsidiaries, or holding companies, will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation.

Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated

during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with federal and State laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor shall post in conspicuous places in Contractor's facility located at KTYM Radio, 6803 West Boulevard, Inglewood, California 90302, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement, or other contract of understanding, a



notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractor, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. To the extent permitted by law, Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours to the extent reasonably necessary to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may reasonably require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any of the provisions of this Paragraph have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend, this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated,

in addition, a determination by the California Fair Employment Practices Commission or the federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provision of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

8. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal,

State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

9. CONTRACTOR'S OFFICE: Contractor's primary business office is located at KTYM Radio, 6803 West Boulevard, Inglewood, California 90302. Contractor's primary business telephone number is (310)672-3700, facsimile/FAX number is (310)673-2259. Contractor shall notify County, in writing, of any changes made to Contractor's primary business address, business telephone number, facsimile/FAX number, and/or e-mail address, as listed herein, or any other business address, business telephone number facsimile/FAX number, and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

10. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the



parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Los Angeles Commission on Disabilities  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012-2659

Attention: Chairperson,  
Commission on Disabilities

B. Notices to Contractor shall be addressed as follows:

- (1) AM 1460 KTYM  
6803 West Boulevard,  
Inglewood, California 90302

Attention: Station Manager

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services, and Contractor has caused this

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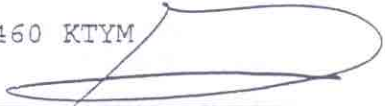
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Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
CHAIRPERSON, COMMISSION ON  
DISABILITIES

AM 1460 KTYM

By  \_\_\_\_\_  
Signature

GERARDO BORREGO

Print Name

Title VICE PRESIDENT  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

By Christina A. Salcedo  
Deputy

## **SCOPE OF WORK**

### **1. Segment Length and Frequency:**

A. Each segment will be thirty minutes <sup>1</sup> in length and will air once approximately once a month on the "Community Forum", unless otherwise approved by County. The segments will air weekdays from 9:30 a.m to 10:00 a.m., unless otherwise agreed to, in writing, by County.

B. Monthly segments need not be sequential. However, County shall make a diligent effort to provide Contractor with a four week notice in the event County chooses not to air a segment in any given month. There shall be no minimum purchase requirement on behalf of County nor any assess of a penalty should County choose not to purchase a segment.

### **2. County's Rights:**

A. County shall maintain program content control of its segments subject to Contractor's right and obligation pursuant to the regulations and policies of the Federal Communication Commission to refuse to broadcast any program or portion thereof which the Contractor finds, in its sole discretion, to violate the public interest, convenience and necessity. A monthly subject shall be chosen by County, and County, at its discretion, may invite guest speakers to participate on-air. County shall provide a moderator for the given segment, except as discussed in 2B. Moderators shall have the option of participating live in-studio or by phone-ins. Donnie Anderson, or another individual, upon the prior written agreement of County, shall be present during each segment and provide his professional expertise.

B. In the event County chooses to sponsor a segment during a month when a moderator is not available, Donny Anderson shall, upon at least two weeks prior notice, fill that segment with pertinent disability related programming, which County shall pre-approve.

### **3. Contractor's Duties:**

A. Upon receipt by Contractor of a subject for a subsequent air segment, Contractor agrees to promoted in advance, and on-air the particular segment, at no additional cost, so as to allow individuals time to respond and participate. County shall make a diligent effort to provide contractor with the topic for an air segment at least 30 days in advance of its air date.

B. Contractor agrees to promote on-air, at no additional cost, the Commission on Disabilities' website, Annual Access Awards Luncheon, Bill Tainter Scholarship Program and other events/issues chosen by the Commission.

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<sup>1</sup> It is understood that a "30 minute" radio program is not exactly thirty minutes long due to regulatory requirements such as the hourly ID, sponsorship announcements, commercial announcements, and other routine programming station breaks.



### **Program Goals for each Segment**

- I. Provide a forum to discuss topics of interest and concern to people with disabilities.
- II. Increase the level of sensitivity among professionals, family members, caregivers, politicians as well as the general public, regarding the needs and concerns of people with disabilities, thereby enhancing disability awareness throughout the County of Los Angeles. Input from members of the disabled community throughout the County, as well as the public at large would be welcome.